

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

CARGILL, INC.

and

Case No. 07-CA-270555

LOCAL 867 C, INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL OF THE UNITED
FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, AFL-CIO

Larry A. (Tony) Smith, Esq.,
for the Acting General Counsel.
Joseph E. Tilson, Esq. and Jason Cabrera, Esq.,
for Respondent.
Danielle L. Murphy, Esq. and Randy Vehar, Esq.,
for Charging Party.

DECISION

Statement of the Case

ROBERT A. GIANNASI, Administrative Law Judge. This case was tried virtually by zoom on April 19 and 20, 2021. The complaint alleges that the Respondent violated Section 8(a)(5) and (1) and Section 8(d) of the Act by modifying the pension freeze date from March 16, 2022, as stated in the written and signed collective bargaining agreement between it and the Charging Party Union, to March 16, 2021. Respondent filed an answer denying the essential allegations in the complaint, asserting that Section 16.2(a) of the agreement “mistakenly” states the pension freeze date and that “Respondent brought the mistake to the Charging Party’s attention on December 11, 2020.” The signed written bargaining agreement was dated October 8, 2020. After the trial, the parties submitted opening briefs and reply briefs, which I have read and considered.¹

¹ Prior to the trial, the parties filed briefs and responses regarding a motion in limine asking that parol evidence not be admitted in evidence in this case. I issued a ruling granting the motion in part and denying it in part, limiting the evidence to what transpired on and after July 29, 2020, when it was alleged that the parties reached tentative agreements. Respondent filed a motion with the Board for permission to appeal that ruling. The Board denied the motion in an order dated April 20, 2021.

Based on the filed briefs and the entire record, including the testimony of the witnesses and my observation of their demeanor, I make the following

Findings of Fact

I. Jurisdiction

Respondent, a corporation with an office and place of business in St. Clair, Michigan, is engaged in the manufacture, processing, nonretail sale and distribution of various types of salt for food production. During a representative one-year period, Respondent purchased and received, at its St. Clair facility, goods valued in excess of \$50,000 directly from outside the State of Michigan. Accordingly, I find, as Respondent admits, that it is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

The Charging Party (hereafter also referred to as the Union) is a labor organization within the meaning of Section 2(5) of the Act, as Respondent also admits.

II. Alleged Unfair Labor Practices

A. The Facts

Background

Respondent is a global, multi-faceted company that operates in approximately 70 countries. Its headquarters is in Wayzata, Minnesota, a suburb of Minneapolis. The salt manufacturing facility in St. Clair is one of about 20 locations in the United States that are involved in the salt producing part of Respondent's operations. Tr. 66-68.

Respondent and the Union have had a long-term bargaining relationship covering roughly 140-unit employees at the St. Clair facility, resulting in successive collective bargaining agreements. The agreement preceding the one at issue here was in effect from March 16, 2015 to March 15, 2020. That agreement was extended by the parties beyond its expiration date. The pension clause in the prior contract provided that newly hired unit employees would not participate in Respondent's pension plan but would instead be eligible for participation in its 401(k) investment plan. The pension plan was continued throughout the 5-year term of the contract for existing unit employees.

In the 2020 negotiations for a new contract, the Respondent proposed freezing the pension plan and transferring all remaining unit employees to the 401(k) plan. Formal negotiations on this and many other issues proceeded until July 29, 2020, when formal bargaining sessions ended because of what appeared to be a general agreement in principle. The chief negotiator for Respondent was Assistant Vice-President and Senior Attorney Felix Ricco, who is stationed at Respondent's corporate

headquarters in Minnesota. Ricco has had 40 years of labor relations experience and has negotiated over 250 collective bargaining agreements. Tr. 340-341. He was assisted by Plant Manager Bryan Brown, who had no prior bargaining experience and had just been appointed the St. Clair facility's plant manager in April 2020. Tr. 68, 265, 297. According to Ricco, he, Ricco, was the chief negotiator for the Respondent during the 2020 negotiations until the end of July. Thereafter, he and Brown were "co-spokesmen" for Respondent. Tr. 343. Brown testified, however, that he and Ricco were "co-spokesmen" throughout the negotiations. Tr. 80. The top Union negotiator was Allen Boyea, a unit employee who has been employed by the Respondent for 23 years and who was also president of the Charging Party Union. Tr. 306. Ricco and Boyea had participated in the negotiations for the predecessor contract in 2015. Tr. 307, 344.

The Negotiations from July 30 to October 8

After July 29 and until the formal collective bargaining agreement was signed on October 8, Brown and Boyea handled the negotiations, although Brown kept Ricco regularly informed. Initially, Brown and Boyea compiled signed tentative agreements (TA's) on particular subjects, and, based on those TA's, arranged for a tentative complete agreement. The process included many communications between the two with numerous changes and edits in an effort to reach the more precise language required in a formal collective bargaining agreement. Respondent agreed that Boyea was to prepare the initial tentative complete agreement, which he did.²

Two of the signed TA's deal with Section 16.2(a), the pension provision at issue in this case: They are identified as the July 29 TA's. The first one, is headed, "18 E, ES TA, Pension being frozen effective 3-16-2022." That provision, which is tailored to the similar provision in the prior contract with those dates and rates stricken and new ones substituted, reads as follows (bold and underlines omitted):

(a) Bargaining unit employees hired prior to March 15, 2015, are eligible for a pension under the terms and conditions of the Cargill, Incorporated and Associated Companies Union Represented Hourly Wage Employee's Pension Plan which is set forth under a separate agreement between the parties. The Basic Benefit under the plan is computed by multiplying years of credited service times your benefit level. Effective [prior date stricken] March 16, 2020 the benefit level will increase to [prior rate stricken] \$60.00; effective March 16, [prior year stricken] 2021 to [prior rate stricken] \$62; Effective March 16, 2022 the Pension Plan will freeze. [additional prior language stricken].

² Brown testified that Respondent never offered to draft the agreement and that he consulted Felix Ricco before agreeing to have Boyea draft the contract. Tr. 287-288, 298.

All employees who currently have a pension plan will have their current 401K plan replaced with the new 401K plan. Pension eligible employees will receive a \$500 one-time payment deposited into their 401K account in the second year of the contract.

The above document included a statement “Union agrees to Company Counter 7-29-2020,” and was signed by Brown and Boyea. G.C. Exh. 4.³

On July 30, 2020, Brown sent an email to Boyea, copy to Ricco, with an attachment titled “Tentative Agreement on Open Items July 29, 2020,” that was prepared by Brown. Tr. 247, G.C. Exh. 30. The attachment contained summaries of 15 different issues that were to be drafted by Boyea into contract language in an overall tentative agreement. The pension summary reads as follows:

Employees who currently have a pension will have a \$3.00 increase in the pension benefit level in the first year of the contract, a \$2.00 increase in the pension benefit level in the second year of the contract, and then the pension will freeze. The employees who currently have a pension plan will have their current 401K plan replaced with the new 401K plan. Pension eligible employees will receive a one-time payment deposited into their 401K account in the second year of the contract. G.C. Exh. 30.⁴

On August 3, Boyea responded by email stating that “the union is in agreement with the final company counter (Tentative Agreement on Open items) as it is written.” G.C. Exh. 31.

³ This was the first of two signed TA’s on Section 16.2(a) dealing with the pension issue, both of which clearly state March 16, 2022 as the pension freeze date. Brown testified that he signed the first TA between July 29 and August 3. Tr. 86. I discuss the second TA, which Brown signed on August 5, later in this decision.

⁴ Despite its title, the document in G.C. Exh. 30 is more appropriately viewed as a summary, and I will refer to it, especially the pension section, as a summary. In his testimony, Brown insisted on calling the document, which he drafted, a tentative agreement or even “our agreement.” Tr. 230. That is not accurate because, as Brown admitted, Boyea was charged with drafting the overall tentative agreement. See footnote 2 above. Brown’s overall summary contained general language and was subject to subsequent edits, changes and refinements over the next few months until the final bargaining agreement was signed, as shown by the many exchanges between Boyea and Brown which are discussed later in this decision. As counsel for the Acting General Counsel points out in his opening brief, at pages 3 and 4, none of the language in the summary made its way into the final agreement exactly the same and without at least some changes. Specific examples are set forth at footnote 3 of the Acting General Counsel’s opening brief with appropriate record references. See also Tr. 230-234. Focusing only on the pension summary, its general language did not track the specific language of the first July 29 TA on the pension freeze matter, which was signed by both Boyea and Brown, and which contained the specific pension freeze date of March 16, 2022.

Boyea credibly testified as to why he viewed the Respondent's pension summary, which contained no specific dates, as compatible with the specific March 16, 2022 pension freeze date agreed to in the signed TA's on the subject. He testified that the second pension rate increase would take place in the second year of the contract and the pension would continue to accrue that entire year until March 15, 2022, the end of the second year, and, at that point, the pension would no longer accrue and the pension would freeze. As Boyea described it, the pension freezes the "very second" between March 15 and March 16 of 2022. Tr. 334-335.

Boyea prepared the first complete tentative agreement, in accordance with his authorization to do so. On Monday, August 3, 2020, at 10:37 pm, Boyea sent an email to Brown, with the subject line "Entire tentative agreement," attaching a draft contract that incorporated the previously signed TA's and agreed-upon revisions. Edits and changes are noted and highlighted in the draft. Boyea asked Brown to review the contract and confirm that Respondent was in agreement. Then, after confirmation, he asked that Brown undertake the printing of 150 copies for presentation to the membership in the ratification vote scheduled for August 6. He reminded Brown to sign any TA's that he had not yet signed. The attached complete agreement included the exact language to which both parties agreed with respect to Section 16.2(a), the pension section of the contract in the July 29 TA identified as G.C. Exh. 4. That included the March 16, 2022 pension freeze date. G.C. Exh. 5.

The next day, August 4, at 9:14 am, Brown sent an email to Ricco and other members of the Respondent's bargaining team stating as follows:

The Union has provided the entire tentative agreement. We've been reviewing and signing each section here locally. If this team feels like they need also to review we need it done by noon today [because of the upcoming union ratification vote on August 6].

Attached was the entire tentative agreement with the specific pension freeze date of March 16, 2022. R. Exh. 5.

Also, on August 4, Brown sent an email to John Harris, a production clerk employed by Respondent, directing him to print 150 copies of the entire tentative agreement. G.C. Exh. 6. During the afternoon of August 4, Brown and Boyea exchanged emails about the agreement and no changes to the March 16, 2022 pension freeze date were suggested or made. G.C. Exh. 9. There was, however, a question as to the exact date the new 401K plan that was to replace the pension would occur. Although the earlier TA was clear on the pension freeze date in its first paragraph, there was no exact effective date for the new 401K in the second paragraph. Brown said Respondent's HR department was looking into the matter, but he told Boyea to "keep in mind that the new 401K replaces the pension." G.C. Exh. 9, Tr. 94.

That night, August 4, 2020, at 10:23 pm, Boyea sent an email to Brown, copy to Felix Ricco, with the subject line "Revision to Final Entire Agreement." The email

highlighted three revisions including one in the second paragraph of Section 16.2(a) dealing with the new 401K that was to replace the pension plan. This revision was to make clear that the replacement would be “effective March 16, 2022,” which made it consistent with the pension freeze date in the first paragraph of Section 16.2(a). The previously signed TA, which had the specific March 16, 2022 pension freeze date, did not specify, in its second paragraph, when the new 401K plan would go into effect. Boyea’s revision would make the 401K date correspond with the pension freeze date. Attached was a full text of the entire agreement including the specific March 16, 2022 pension freeze date. G.C. Exhs. 7 and 8.

On August 4 at 10:52 pm, Brown sent an email response to the above email, stating:

It looks good, but to clarify, in the second year if the contract pension rate increases by \$2 to \$62, the pension freezes, pension eligible employees get \$500 deposited into their 401k and pension employees move to the enhanced 401k. That all happens in the second year of the contract. I need to wait until 2022 for the second part to happen. I spoke with Felix on this and he is in agreement.⁵

Shortly thereafter, that same night, Boyea sent a reply email, copy to Ricco, stating: “Correct that is what the changes provide.” G.C. Exh. 8.

As a result of the agreement reflected in the above email exchange, another TA, titled “Pension being frozen effective 3-16-2022,” with the same relevant language with respect to the pension freeze date as the first TA on the subject, was also signed by both Brown and Boyea. Brown signed it on August 5. Tr. 105-106. Above the signatures is a notation that reads, “Union agrees to company counter 7-29-2020.” This TA makes clear, in its second paragraph dealing with the 401K that is to replace the pension after it freezes, that the 401K becomes “effective March 16, 2022,” thus conforming the effective date of the new 401K with the pension freeze date. Like the first TA on Section 16.2(a), which was signed a few days earlier, this one contained the same pension freeze date of March 16, 2022 in the first paragraph of Section 16.2(a). G.C. Exh. 10.

On August 6, 2020, Allen Boyea sent an email to Ryan Brown, with copies to others, including Felix Ricco, advising that the overall tentative agreement had been ratified by the Union membership. Shortly thereafter, Brown acknowledged receipt in another email, also copied to Ricco, stating, “Glad to hear the news.” G.C. Exh. 11.

On August 18, John Harris sent Brown and Boyea an email, whose subject was “Edited Contract.” Attached was a complete draft contract, prepared by Harris, that included Section 16.2(a) with the specific pension freeze date of March 16, 2022. G.C. Exh. 12.⁶

⁵ Brown sent no other emails explaining or clarifying his position further. Tr. 102.

⁶ In this contract draft, the second paragraph of Section 16.2(a) omitted the March 16, 2022 date that

During the next several weeks, Brown and Boyea exchanged emails that included complete contract drafts. The email exchanges included changes and edits to the contract with the subject line "CBA final review," or "Contract Formatted." None of these involved Section 16.2(a) or the pension freeze date of March 16, 2022, which remained unchanged in the contract drafts. In one of those emails, Brown stated that he had a paralegal go over the contract. Once the changes and edits were made and agreed upon, Brown and Boyea stated that the contract was ready to be signed. G.C. Exhs. 15-18 and 21.

At the end of September there was a disagreement over the language of Section 15 of the contract. In a September 29 email from Brown to Boyea, Brown objected to Boyea's change to that part of the contract. He stated: "If this was so important to the Union, why wasn't it included in the tentative agreement sent to the company on 8/4 2020 and subsequent formatting of the CBA back and forth between the Union and Company?" G.C. Exh. 24. Brown testified that Respondent's position was that, if something was not in a TA, then it should not be in the contract. Tr. 165. See also Tr. 196, 200-201. The Union apparently acquiesced to Respondent on this matter because, in a subsequent email from Brown to Boyea on October 2, whose subject matter was "Final CBA," Brown stated that he had "matched Article 15 to the signed TA." He concluded by stating that attached was a final version of the contract "ready for signatures." He also stated that 2 copies of the contract would be printed "for signatures for next Thursday. After we have the signatures, we will make print copies." The attached contract contained the specific March 16, 2022 pension freeze date that had been in all previous contract drafts. G.C. Exhs. 22, 23, 26.

The Collective Bargaining Agreement is Signed and Respondent Conducts Training on the Contract for its Managers and Supervisors.

In an October 8, 2020 email from Ryan Brown to Felix Ricco and representatives of the Union, whose subject line read "Signed Labor Agreement—St. Clair," Brown notified the recipients of the signed collective bargaining agreement. Attached was the signed agreement of that date with the same language in Section 16.2(a), including the March 16, 2022 pension freeze date, that was contained in all exchanges between the parties after July 29, 2020. G.C. Exh. 3. This is Section 16.2(a), the pension section:

(a) Bargaining unit employees hired prior to March 15, 2015, are eligible for a pension under the terms and conditions of the Cargill,

was inserted to make clear that the 401K date was to be the same as the pension freeze date, in accordance with the TA signed by Brown and Boyea on August 5. This draft, with the omission, was edited and prepared by Harris, the Respondent's employee responsible for printing the contract. Tr. 113-117. I assume that the omission was inadvertent because the record contains no explanation for the omission, which remained uncorrected in subsequent versions of the contract. Tr. 128. This version did, however, include the specific March 16, 2022 pension freeze date in the first paragraph and that remained in all versions thereafter. From this date forward the contract drafts exchanged by the parties no longer had the stricken dates and rates from Section 16.2(a) in the previous bargaining agreement.

Incorporated and Associated Companies Union Represented Hourly Wage Employee's Pension Plan which is set forth under a separate agreement between the parties. The Basic Benefit under the plan is computed by multiplying years of credited service times your benefit level. Effective March 16, 2020 the benefit level will increase to \$60.00; effective March 16, 2021 to \$62.00; Effective March 16, 2022 the Pension plan will freeze.

All employees who currently have a pension plan will have their current 401K plan replaced with the new 401K plan. Pension eligible employees will receive a \$500 one-time payment deposited into their 401K account in the second year of the contract. G.C. Exhs. 2, 3 and 29.

The collective bargaining agreement also contains the following "Entire Agreement" clause in Article XXI:

The Company and the Union acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the subjects of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. (G.C. Exhs. 2 and 3).

On October 14, 2020, Respondent held a 2-hour training session on the new contract for its supervisors and managers. The Respondent started planning for such training in conjunction with Union representatives as early as August 20, 2020. See G.C. Exh. 13. The training session was first scheduled for October 1 but was later changed to October 14, 2020. The various sections of the contract were presented on slides. The slide dealing with pensions under Article 16 reads, in relevant part: "The pension will be frozen effective March 16, 2022. After that date former pension eligible employees will qualify for a 401K under Section 16.2(b) of the contract." G.C. Exhs 19, 20 and 25.

Sometime later in October 2020, after the contract was signed, the Respondent paid for the printing of the final collective bargaining agreement and had copies distributed to all the employees and appropriate management officials. Tr.184-186.

For the First Time, Respondent Asserts a "Mistake" and Changes the Agreed-Upon Pension Freeze Date

Felix Ricco testified that he learned of what he called a mistake in the pension freeze date set forth in the signed collective bargaining agreement in early November of 2020. He directed the Respondent's benefits staff to change the pension freeze date from March 16, 2022, as set forth in the agreement, to March 16, 2021 to reflect his view of the pension freeze date. Tr. 356-359. Ricco testified that it was his decision to

freeze the pension plan as of March 16, 2021, even though the signed collective bargaining agreement had the pension freeze date of March 16, 2022. Tr. 365-366. At that time, Ricco also notified Brown of his decision. Tr. 360, 189-190.

5 After he was so notified, Brown called Boyea into his office on November 11 and told Boyea that Respondent viewed the contractual pension freeze date as a mistake. Tr.170-173. During this meeting, Boyea was shown the July 30 pension summary prepared by Brown that was discussed above. Tr. 173. Boyea noted that there was no specific date in the July 30 summary, and he credibly testified that he “absolutely” did not agree that there was a mistake in the contractual March 16, 2022 pension freeze date. Tr. 332-333.⁷

15 In a November 16, 2020 email to Brown, Boyea responded to Brown’s notification to him in the November 11 meeting of Respondent’s allegation that the contractual pension freeze date was a mistake. Boyea said he had consulted other members of the Union bargaining team and reviewed all the TA’s, emails and ratification documents and was “unable to find anything referencing March 16, 2021,” the date asserted by Respondent as the rightful pension freeze date. In a responding email two days later, Brown tersely acknowledged simply receiving Boyea’s email. G.C. Exh. 27.

20 On December 11, 2020, Brown wrote a letter to Boyea, captioned “Mistake in Drafting CBA provision 16.2.” The letter was obviously written by Respondent’s lawyers, probably including Ricco, and Brown conceded he consulted them before the letter was sent. Tr.183.⁸ In the letter, Respondent stated that, at the beginning of negotiations it advised the Union that it needed changes in the pension plan. It further stated Respondent’s view that the agreement meant to “immediately freeze the pension plan following the second increase in March 2021 followed by an additional one-time” bonus payment. It noted that this was the same date that Respondent agreed to with other local unions representing other locations. The letter continued by stating that, since the Union was responsible for the initial draft of the contract, it “inserted language delaying the pension freeze until March 2022” and that “mistake was not identified and corrected prior to the execution of the CBA.” The letter also stated that Respondent would freeze the pension plan on March 16, 2021, contrary to the written and signed collective bargaining agreement. Significantly, there was no mention in the letter to the signed TA’s that reflected the March 16, 2022 pension freeze date or to any of the

⁷ Brown’s testimony about Boyea’s response in this meeting was not credible. Brown was vague in describing Boyea’s response, testifying that Boyea “did not respond” and was “very quiet.” Tr. 173. He was reluctant to acknowledge that Boyea did not agree to change the pension freeze date in the contract. He twice answered cryptically that “we didn’t have that discussion,” before acknowledging that Boyea did not agree that there was a mistake. Tr. 173. To the contrary, Boyea was quite firm in denying that he agreed that there was a mistake.

⁸ The original transcript reference erroneously states that the above response was made by Mr. Smith. It was obviously made by Mr. Brown. A corrected copy of the transcript was subsequently submitted which made clear that the response was made by Mr. Brown. Although the transcript correction was initially made without my approval, I hereby approve the correction now.

subsequent communications by the parties thereafter that never questioned and indeed confirmed that date. G.C. Exh. 28.⁹

On December 20, 2020, the Union filed a charge with the Board alleging a violation of the Act that spawned the issuance of the complaint and the subsequent litigation in this case.

Credibility

Much of the above is based on documentary evidence. Three witnesses testified in this case: Ricco, Brown and Boyea. To the extent that their testimony is significant in resolving the issues in this case, I found Boyea's to be the most reliable. He had negotiated the previous agreement between the parties on behalf of the Union and was thoroughly familiar with the issues, as revealed in his testimony. He was trusted by Respondent to draft the contract based on the signed individual TA's, which he did accurately in my view. He was also a long-time employee, presently employed and testifying against his employer's interests, although I also note he represented the Union. Significantly, Boyea was very firm and detailed in his testimony and in his explanation of the contract terms, particularly in incorporating the signed TA's reflecting the March 16, 2022 pension freeze date into the final versions of the contract. His testimony about the email exchanges the Respondent relies upon as a defense, which I discuss later in the analysis part of this decision, made sense and was consistent with the other evidence in this case. In short, Boyea, who was called as a witness by Respondent, was a very reliable witness.

Brown, who was participating in his first contract negotiations and had only become plant manager in April 2020, was quite defensive during significant parts of his testimony, particularly while testifying about the July 30 summary that he himself prepared. Testifying months after he signed two TA's reflecting the March 16, 2022 pension freeze date and his acknowledged email exchanges that affirmed that specific date, he strained in an attempt to turn that precise language into something that mirrored his employer's litigation position. He obviously wanted to make sure he did not contradict Ricco, his superior, who was behind the post hoc notion of a mistake. As a result, Brown was often unresponsive in his answers. See, for example, Tr. 108-109.¹⁰

Brown was also unimpressive when testifying about the November 11 meeting in which he notified Boyea of the alleged mistake, as I have mentioned above. Nor, in his testimony about the November 11 meeting, did Brown even mention that a reason for Respondent's position on the alleged mistake was Respondent's agreement with other unions at other locations, as alleged in the December 11 letter to Boyea. See Tr., 172-

⁹ It is clear that the Union in this case does not represent other employees at other locations of Respondent. See Tr. 181-182. And the reference in the letter about whatever happened in those other negotiations is not relevant to what happened here. Nor was this alleged reason discussed or even mentioned in the November 11 meeting between Brown and Boyea.

¹⁰ The Acting General Counsel's opening brief describes specific examples, with record references, at pages 16 and 17.

176. When questioned about whether the Union in this case ever agreed to contracts at other facilities of Respondent, Brown acknowledged that it had not, but added gratuitously that “they are very interested in what other facilities had gotten in relation to the pension.” Tr. 181. This was a failed attempt to parrot Ricco’s view that the pension freeze date at the St. Clair facility was supposed to be the same as that negotiated at other locations by other unions at different times. But, as shown below in my discussion of Ricco’s credibility, that was a pretext.

Brown and Ricco were not reliable in explaining why Respondent’s general language summarizing the pension freeze agreement on July 30 trumped the specific pension freeze language that was placed in all the written materials repeatedly exchanged between the parties from the signed July 29 TA’s on the subject until the final signed written agreement on October 8. Their testimony in support of a different reading was conclusory and not at all detailed, contrary to the testimony of Boyea. In the face of all the documents exchanged by the parties over a period of months, Brown and Ricco would have the trier of fact believe that they never even noticed the March 16, 2022 date in the pension freeze language of the contract until after the contract was signed on October 8. That is not plausible and therefore I reject any testimony that supports the alleged mistake later advanced by Respondent. At no time did the Union ever agree with the notion of a mistake and, of course, it filed a timely charge with the NLRB in support of its position.

Ricco was not a reliable witness on his own. He testified that he first learned of the March 16, 2022 pension freeze date in the collective bargaining agreement in early November. It is not plausible that Ricco, an experienced labor lawyer of over 40 years who negotiated numerous collective bargaining agreements and described himself as first, the lead negotiator for this contract, and later as co-spokesman with Brown, only learned of the March 16, 2022 date for the pension freeze until after the collective bargaining agreement was signed. Nor is it plausible, based again on his experience, that he did not know about the various versions of the contract that contained the March 16, 2022 pension freeze date exchanged between the parties over a period of months. In this respect, it is significant that Brown kept Ricco informed of his dealings with Boyea after July 29, when he and Ricco were co-spokesmen for Respondent. Brown testified that Ricco was copied on many of the email exchanges with Boyea and he forwarded “most everything” else. Tr. 191, 196. Those email exchanges contained contract language clearly stating that the pension would freeze on March 16, 2022. Ricco admitted that the first time he received a full draft of the complete tentative agreement, with the March 16, 2022 pension freeze date, was at 9:14 am on August 4. He testified he was in meetings on other matters that day and did not review the contract at that time (Tr.351-352, R. Exh. 5)—or, apparently, at any other time over the next three months.

I also found baffling Ricco’s testimony about his late-night discussion with Brown on August 4 with respect to Boyea’s clarification of the second paragraph of Section 16.2(a) dealing with the date the 401K was to go into effect. There was no suggested change in the specific March 16, 2022 pension freeze date in the first paragraph of

16.2(a), the date in the signed TA's on the subject. Ricco admitted he did not raise that date with Brown at that time. He testified he did not "focus" on the pension freeze date because it was "late at night" and he "didn't have my notes." Tr. 356.

5 In addition, Ricco injected, as a reason to support his notion of a mistake, that his March 2021 pension freeze date was the same date as negotiated in other contracts by other unions at other locations. Those negotiations are of course irrelevant to the negotiations in this case. There is no evidence that the Union here intended to follow whatever Respondent sought or gained in other negotiations with other unions at other
10 locations. I find that this reason, which Ricco mentioned in his testimony (Tr. 352) and was mentioned again in the December 11 letter to Boyea, was a pretext. It was never mentioned to the Union in the many exchanges between the parties from July 30 through October 8, 2020 when the bargaining agreement was signed. Nor was it mentioned by Brown in his November 11 meeting with Boyea. Ricco's injection of this
15 reason for favoring the March 2021 date reflects adversely on his overall credibility. Indeed, based on my assessment of Ricco as a witness, I am permitted to believe the opposite of his story—and I do. See *NLRB v. Walton Mfg. Co.*, 369 U.S. 404, 408 (1962).

20 B. Discussion and Analysis

Section 8(d) specifically prohibits a party to a collective bargaining agreement from changing its terms prior to its expiration without the consent of the other party, absent proper use of a reopener clause. It is well settled that Section 8(a)(5) and (1) and
25 Section 8(d) of the Act prohibit an employer from modifying terms and conditions of employment established by a collective bargaining agreement during its term without the union's consent. *Pacific Maritime Assn.*, 367 NLRB No. 121 at slip op. 4 (2019), enforced 967 F.3d 878 (D.C. Cir. 2020), citing numerous authorities.

30 It is uncontested that Respondent changed the pension freeze date of March 16, 2022 that was in the applicable signed and written bargaining agreement to a date one year earlier. Tr. 76-78, 365, G.C. Exh. 28. This adversely affected about 90 of the bargaining unit's 140 employees. See Tr. 278. There is also no doubt that Respondent did so unilaterally, without the Union's consent and without bargaining with the Union
35 over the change. Thus, the violation here is clear, unless the Respondent provides a recognized and convincing defense.

Respondent's defense is that inclusion of the March 16, 2022 pension freeze date in the written collective bargaining agreement signed by both parties on October 8,
40 2020 was a mistake. As Respondent's counsel put it in his opening statement, it was a "mutual mistake" because the Union mistakenly put the wrong date in the collective bargaining agreement and the Respondent mistakenly signed it. Tr. 34. The burden to prove this defense is of course on the party asserting it, the Respondent. It has not satisfied its burden here.¹¹

¹¹ According to counsel for Respondent (Tr. 54-55), its mutual mistake defense is based on *Norris Industries*, 231 NLRB 50 (1977), where, among a litany of contract principles and definitions, the judge

Respondent's defense is completely without merit. A mutual mistake, such as is alleged here, that is serious enough to rescind or modify a contract is not valid simply because one party unilaterally says it is. That is especially true, when as here, it is asserted well after the collective bargaining agreement is signed and after numerous exchanges of draft agreements over a period of over 2 months that refute the notion of a mistake. Nor is there any objective evidence that both parties intended to agree to one thing and mistakenly agreed to another thing. Here I specifically find that there was no mistake of any kind regarding the pension freeze date. This is based on the uncontested evidence that the March 16, 2022 pension freeze date was approved by both parties from the July 29 TA's through numerous exchanges of draft contracts thereafter until the October 8 written and signed collective bargaining agreement and the subsequent management training session explaining the contract. If there were a true mistake surely it would have been caught and mentioned at some point during the above extended time period. Significantly, considering all the documents exchanged by the parties in this case, there is not one document in this record that mentions March 16, 2021—Respondent's alleged agreed-upon date—as the pension freeze date. Brown admitted as much. Tr. 187-188. My finding is also confirmed by my credibility determinations set forth above, particularly with respect to Ricco, who was the person behind the notion of a mistake.

Plant Manager Brown was on point when he answered a Union attempt to change another section of the contract during the final stages of the negotiations, about a week before the signing of the agreement. He told Boyea, essentially, if this was so important to the Union why did you wait until now to bring it up. Brown also made it clear in that context that something that was not in a TA should not be in the contract. Those observations apply as well to Respondent's tardy discovery of an alleged mistake regarding the pension freeze date, which was accurately set forth in two mutually signed TA's on the subject and all subsequent versions of the contract exchanged by the parties.

In an attempt to override the specific contract language of the March 16, 2022 pension freeze date, Respondent relies on two email exchanges to contend that the real agreement of the parties was that the pension would freeze in the second year of the contract, which, in its view, meant the first day of the second year, instead of the end of the last day of the second year, as reflected in the contract. Those email exchanges deal with Respondent's summary of July 30 and Boyea's suggested changes late on August 4 that did not involve the pension freeze date. The language relied upon by Respondent is not entirely clear and contains no specific dates. But Respondent's view, based on the imprecise general language in the emails it relies on, as well as its post hoc

set forth the definition of mutual mistake in the Reformation of Instruments section of American Jurisprudence. I discuss that case in more detail later in this decision. But Respondent's description of the alleged mutual mistake in this case does not come close to fitting the definition set forth in *Norris*, which requires that a mutual mistake must relate to the time of the execution of the instrument to show that *both* parties intended to say one thing and by mistake expressed another and different thing. 231 NLRB at 64.

parsing of that language, does not overcome the specific March 16, 2022 pension freeze date in the contract.

It is a settled principle of contract interpretation that specific language takes precedence over general language. See *County of Suffolk v. Alcorn*, 266 F.3d 131, 139 (2nd Cir. 2001), citing authorities including *Restatement (Second) of Contracts*, Sec. 203(c) (1981). Respondent's contentions, which seek to trump a contract term, do not themselves involve a contract term, but rather email exchanges dealing with its own summaries or views. Respondent's position is thus weaker than if it relied on another actual contract term. But the rule that specific language trumps general language also applies to Respondent's contentions here. Applying the above principle, it is clear that the specific March 16, 2022 pension freeze date in all versions of the contract agreed upon by the parties from the mutually signed July 29 TA's until the October 8 written and signed collective bargaining agreement takes precedence over the emails upon which Respondent relies, which do not even mention a specific date. But, in any event, as shown below, a fair reading of the-email exchanges does not show a contradiction of the March 16, 2022 pension freeze date.

The first exchange relied upon by Respondent is the July 30 summary prepared by Brown and sent in an email to Boyea, who, two days later, agreed that the summary was an accurate reflection of the Respondent's final counter. First of all, the pension summary, which is general and contains no specific dates, is only as accurate as the first mutually signed and detailed pension TA of July 29, upon which any summary properly could be based. That TA was signed by Brown and Boyea and it clearly and specifically states that the pension freezes on March 16, 2022. The Respondent's summary, although not as specific, is consistent with the TA. It states, in three separate sections separated by commas, what happens with regard to increases in the pension rates in each of the first two years of the contract, and then, the pension freezes "in the second year of the contract." As counsel for the Acting General Counsel points out, this internal sentence structure signifies different years separated by commas and is supported by the same sentence structure used in the contract where different years are also separated by commas. See opening brief of the Acting General Counsel at page 26. The phrase "in the second year" is nowhere as precise as the signed TA's that specifically identify March 16, 2022 as the pension freeze date—and that was the only specific date carried unchanged throughout various versions of the contract until the signed written collective bargaining agreement of October 8. Although the Respondent's July 30 pension summary is not easy to parse, "in the second year" does not mean the first day of the second year; it could easily mean any date in the second year, including the last day of the second year. But a plain reading would have the freeze taking place after the increased pension rate raise becomes effective throughout the second year, that is, until the end of the second year. This was, of course, the explanation given by Boyea, which I found to be credible, reasonable and accurate. Brown actually supported Boyea's explanation when he conceded that the second July 29 pension TA he signed on August 5, which also had the specific March 16, 2022 pension freeze date, was compatible with the term "in the second year of the contract" because "[t]hat's what 2022 meant." Tr. 108; and see Tr. 155 and 187. Brown also testified that he may have

mistakenly signed the July 29 TA's because he viewed the March 16, 2022 pension freeze date as compatible with a date in the second year of the contract. Tr. 280.¹²

Even apart from the fact that the unspecific pension summary of July 30 was followed by many exchanges by the parties that contained the specific pension freeze date of March 16, 2022, the Respondent's explanation of its summary that "in the second year" means the first day of the second year makes no sense. In its reading, the second-year pension rate increase would be superfluous because it would increase for perhaps one second and then, at the same time, the entire pension would freeze with no pension accrual at all in the second year. Thus, Brown's unspecific summary does not contradict the overwhelming contrary evidence that the specific pension freeze date was the date in the mutually signed TA's on the subject and the one in the bargaining agreement—March 16, 2022.

The second exchange relied upon by Respondent relates to Boyea's attempt late on August 4 to clarify, in the second paragraph of Section 16.2(a), exactly when the replacement 401K was to become effective. He suggested no change in the March 16, 2022 pension freeze date in the first paragraph of Section 16.2(a), but he wanted to make sure that the replacement 401K date coordinated with the pension freeze date, which no one had contested. The replacement 401K date inserted by Boyea was consistent with the first July 29 TA, which contained the specific March 16, 2022 pension freeze date, but did not have a date for when the new 401K would become effective, although the implication was clear that it would be the same as the pension freeze date. Earlier that day, when Boyea and Brown discussed this matter, Brown conceded that the "401K replaces the pension," indicating that Brown agreed that the pension freeze date and the 401K date should be the same. And although Brown's response to Boyea's August 4 email was not a model of clarity, it did not contradict Boyea's view that the new 401K should have the same date as the March 16, 2022 pension freeze date. In his response, Brown did not mention specific dates or suggest any date other than the March 16, 2022 date identified by Boyea for either the pension freeze date or the 401K date. But he cryptically acknowledged that "all of that" happens "in the second year of the contract," further stating that "I need to wait until 2022 for the second part to happen." Any doubt on either the pension freeze date or the 401K date was removed when Brown and Boyea signed a second TA on the pension clause the very next day, which had both the pension freeze date and the 401K date specifically identified as March 16, 2022. As indicated earlier, the specific 401K date was inadvertently left out of the Respondent's draft in the August 18 email and the final agreement, but that does not affect the pension freeze date of March 16, 2022 that remained in all the drafts and final agreement.

¹² In response to a question from Respondent's counsel as to why he signed the July 29 TA's with the March 16, 2022 pension freeze date, Brown testified that he knew that the contract was for five years and "the 2020 date made sense that it was in the second year." I assume that the transcript reference to 2020 was in error and the actual testimony meant to refer to 2022. I hereby correct the transcript accordingly. Although Brown's answer was telling, I do not credit Brown's suggestion that he mistakenly signed the TA's because he was obviously trying to lessen the effect of his signatures on the TA's to conform to the Respondent's litigation position. No one forced him to sign either of the TA's specifically stating that the pension freeze date was March 16, 2022.

unchanged. In fact, far from supporting Respondent's position, a fair analysis of the parties' treatment of the 401K date rather reinforces the validity of the March 16, 2022 pension freeze date.¹³

I now turn to two cases cited by Respondent in support of its theory of mutual mistake, even though those cases deal with unilateral mistakes. Neither supports Respondent's position primarily because, unlike in those cases, here there was no mistake of any kind on the relevant issue. But those cases are also distinguishable on other grounds.

From the early stages of this litigation, Respondent has cited *Apache Powder Company*, 223 NLRB 191 (1976) in support of its position. That case involved a unilateral mistake in the drafting of a pension proposal by the employer. In *Apache*, the Board ruled that rescission for a unilateral mistake is "for obvious reasons, a carefully guarded remedy reserved for those instances where the mistake is so obvious as to put the other party on notice of an error." In the end, the Board in that case found that, as a factual matter, the mistake was indeed so obvious as to justify rescission. Compare: *Hospital Employees Local 1199 (Lenox Hill Hospital)*, 296 NLRB 322, 326 (1989); and *North Hills Office Services*, 344 NLRB 523, 525 (2015), where the mistakes were found not to be obvious, thus distinguishing *Apache* and upholding the contracts as written.

Apache does not aid Respondent because here, as I have found, there was no mistake in the pension freeze date. But *Apache* is distinguishable on other grounds. In *Apache* the employer immediately notified the union of the mistake prior to signing the final agreement—5 days after a patched-together 21-page stipulation of the parties when the final agreement was being typed for signatures. See 223 NLRB at 193. Here, as stated in its answer, the Respondent did not officially notify the Union of the alleged mistake until December 11, 2020, over three months after the applicable pension freeze TA's and two months after the final written agreement was signed. Indeed, even after the agreement was signed, the Respondent included the March 16, 2022 pension freeze date in training sessions on the contract with its supervisors and managers and it thereafter printed the contract with that same pension freeze date and distributed the final printed contract to all the employees.¹⁴

Moreover, unlike here, the mistake in *Apache* was obvious. The employer's proposal in *Apache*, which was accepted by the union, provided for a rate increase in the pension multiplier, but it contained the wrong break date, something that would have made the employer's proposal internally inconsistent. The alleged mistake here, does not have such an obvious internal inconsistency. Actually, here, it is the Respondent's position that would make for an internal inconsistency, as mentioned above. Nor was the alleged mistake obvious to the Union. It repeatedly insisted that the March 16, 2022 pension freeze set forth in the written and mutually signed TA's on the subject was

¹³ Ricco also confirmed in his testimony that the 401K date should be the same as the pension freeze date. See Tr. 366.

¹⁴ Even if one could consider the November 11 meeting between Brown and Boyea to amount to an official notification, the notice was tardy and much tardier than the notification in *Apache*.

correct. The Union does not and never did agree that there was a mistake. And it certainly did not agree to the March 16, 2021 date that nowhere appeared in any document exchanged by the parties.

5 In its opening statement, Respondent also cited *Norris Industries*, 231 NLRB 50 (1977) in support of its position. That case does not support its position. In fact, it supports the opposite position. In *Norris*, the Board affirmed an administrative law judge's finding that rejected the theory advanced by the union and the General Counsel to reform or negate a "legally confirmed" supplemental agreement that permitted the
10 employer to terminate group insurance coverage. The judge found that the union had made a "truly 'unilateral' mistake," for which the employer was not responsible, and thus upheld the agreement as written. 231 NLRB at 67. Indeed, if one substitutes the employer here for the union in *Norris*, the situation here is the same as that in *Norris* and, as in that case, the contract would be upheld as written.¹⁵

15 In the last analysis, Respondent's theory of an alleged mistake is a post-hoc discovery and rationalization unsupported by the record. The parties agreed upon a pension freeze date of March 16, 2022 and the Respondent changed the date to a year earlier unilaterally and without the consent of the Union. It thus violated Section 8(a)(5) and (1) and Section 8(d) of the Act.
20

Conclusions of Law

25 1. By modifying the March 16, 2022 pension freeze date in the October 8, 2020 collective bargaining agreement between it and the Union, without the consent of the Union or bargaining with it, Respondent violated Section 8(a)(5) and (1) and Section 8(d) of the Act

30 2. The above violation constitutes an unfair labor practice within the meaning of the Act.

Remedy

35 Having found that Respondent has engaged in the unfair labor practice set forth above, I shall recommend that it must be ordered to cease and desist from its unlawful conduct and take certain affirmative action designed to effectuate the policies of the Act, including the posting of an appropriate notice.

¹⁵ In its opening brief at pages 11-13, Respondent also cites *Mary Bridge Children's Hospital*, 305 NLRB 570 (1991) and *Cook County School Bus Inc.*, 333 NLRB 647 (2001), enforced 283 F.3d 888 (7th Cir. 2002) for the proposition that a contract may be reformed to reflect the true intentions of the parties. No one doubts the proposition advanced if, unlike here, there is ambiguity in a contract. But the cited cases are also distinguishable on their facts. My finding that there was no mistake in this case shows that the intention of the parties here was properly reflected by the specific March 16, 2022 pension freeze date that was in all versions of the contract approved by the parties from the July 29 TA's through the signed bargaining agreement of October 8.

Since Respondent unlawfully modified the contractual pension freeze date and instead froze the pensions of applicable employees one year earlier, it must reinstate the accrued pensions of employees adversely affected and make them whole for the loss of benefits suffered as a result. This also means increasing the pension benefit level for the affected employees to \$62 for the period from March 16, 2021 until the pension freezes on March 16, 2022, as stated in the bargaining agreement.¹⁶

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended¹⁷

ORDER

Respondent, Cargill, Inc., its officers, agents, successors and assigns, shall

1. Cease and desist from

(a) Modifying the March 16, 2022 pension freeze date or any other provision set forth in its October 8, 2020 collective bargaining agreement with International Chemical Workers Union Council of the United Food and Commercial Workers International Union, Local 867 C, during the agreement's term without Local 867 C's consent.

(b) Unilaterally changing the terms and conditions of employment of their unit employees represented by Local 867 C without giving Local 867C prior notice and opportunity to bargain over the change.

(c) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Make any employee affected by the Respondent's unlawful modification of the March 16, 2022 pension freeze date in the above collective bargaining agreement whole for any loss of benefits suffered by such modification, including reinstatement of any accrued pension rights.

(b) Abide by all terms of the October 8, 2020 collective bargaining agreement with Local 867 C.

¹⁶ The Charging Party asks that the remedy include a special provision to account for those employees who may have retired early due to the unlawful advancement of the pension freeze date and therefore suffered additional losses. I do not believe a specific provision for that eventuality needs to be in the order. The language of the order that adversely affected employees must be made whole includes the situation of employees who may have retired early because of Respondent's unlawful change. That matter can be handled in the compliance stage of this case.

¹⁷ If no exceptions are filed, as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be waived for all purposes.

(c) Before implementing any changes to unit employee's wages, hours or other terms and conditions of employment, notify, and, upon request bargain with Local 867 C as the exclusive bargaining representative in the following bargaining unit:

All hourly rated employees of Respondent at its St. Clair, Michigan plant, excluding executive, professional, administrative employees, salespersons supervisors, office, clerical, laboratory technicians and guards.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of benefits due under the terms of this Order.

(e) Within 14 days after appropriate notification by the Region, post, at its St. Clair, Michigan facility, copies of the attached notice marked "Appendix A."¹⁸ Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since December 20, 2020.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated at Washington, D.C., June 15, 2021.



Robert A. Giannasi
Administrative Law Judge

¹⁸ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union.
Choose representatives to bargain with us or your behalf.
Act together with other employees for your benefit and protection.
Choose not to engage in any of these
protected activities.

WE WILL NOT interfere with, restrain or coerce you in the exercise of the above rights.

WE WILL NOT change or modify the March 16, 2022 pension freeze date or any other provision set forth in our collective bargaining agreement with Local 867 C without its consent.

WE WILL NOT unilaterally change the terms and conditions of unit employees represented by Local 867C without notifying Local 867 C prior to such change and giving it an opportunity to bargain about the change.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce employees in the exercise of the rights listed above.

WE WILL make all employees affected by our unlawful change of the March 16, 2022 pension freeze date in our collective bargaining agreement with Local 867 C whole for any loss of benefits due to our unlawful change, including reinstatement of pension rights.

WE WILL abide by all terms of our October 8, 2020 collective bargaining agreement with Local 867C.

CARGILL, INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov

477 Michigan Avenue, Room 300, Detroit, MI 48226-2543
(313) 226-3200, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-270555 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE
DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY
OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE
WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S
COMPLIANCE OFFICER (616) 930-9165.